

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF DOUGLAS

THIS AGREEMENT is entered into 4th September, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF DOUGLAS, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, and construction of the storm drainage improvements to the minor Storm Drain system on the east leg of the 5<sup>th</sup> St. intersection and receiving channel within US 191-B right-of-way, at an estimated cost of \$15,000.00, hereinafter referred to as the Project, for the safety and benefit of the traveling public. The parties hereto agree the City shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 25460  
Filed with the Secretary of State  
Date Filed: 09/04/02  
Petrey Bayless  
Secretary of State

By: Dwight D. Gruenewald

**II. SCOPE OF WORK**

## 1. The City will:

a. Provide to the State's Safford District office, appropriate standards, design plans, specifications and such other documents and services required for construction of the drainage improvements. Incorporate or resolve State review comments.

b. Utilize City of Douglas forces to construct and administer the Project. The City shall be responsible for any cost increases of delays for any reason.

c. Invoice the State for \$15,000 for the cost of the project.

d. Upon completion, approve and accept the project on behalf of the parties hereto, and grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance.

## 2. The State will:

a. Review the design documents and provide comments.

b. Pay to the City of Douglas \$15,000 within 30 days upon being invoiced by the City and following inspection and acceptance by the ADOT Safford District representative.

c. Upon completion and acceptance of the Project by the City, provide maintenance to the drainage system, all at State expense.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Douglas  
City Manager  
425 10<sup>th</sup> Street  
Douglas, AZ 85607

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

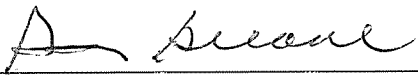
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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF DOUGLAS**

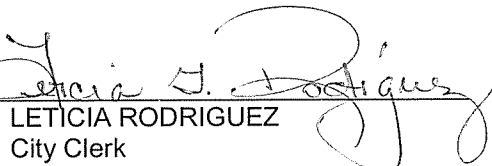
**STATE OF ARIZONA**

Department of Transportation

By   
RAY BORANE  
Mayor

By   
JOHN W. CARR  
Acting Contract Administrator

ATTEST

By   
LETICIA RODRIGUEZ  
City Clerk

RESOLUTION

BE IT RESOLVED on this 25th day of June, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Douglas, for the purpose of defining responsibilities for the design, and construction of the storm drainage improvements to the minor Storm Drain system on the east leg of the 5<sup>th</sup> St. intersection within US 191-B right-of-way, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for VICTOR M. MENDEZ, Director

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Resolution No. 02-262

A RESOLUTION OF THE MAYOR AND COUNCIL  
OF THE CITY OF DOUGLAS, ARIZONA,  
AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF DOUGLAS AND THE  
ARIZONA DEPARTMENT OF  
TRANSPORTATION IN THE AMOUNT OF  
\$15,000.00 FOR THE CONSTRUCTION OF STORM  
DRAINAGE IMPROVEMENTS ON THE EAST  
LEG OF THE 5<sup>TH</sup> STREET/PAN AMERICAN  
HIGHWAY INTERSECTION WITHIN U.S. 191-B  
RIGHT-OF-WAY.

*WHEREAS*, the Arizona Department of Transportation and the City of  
Douglas seek to enter into an Intergovernmental Agreement for the construction  
of storm drainage improvements on the east leg of the 5<sup>th</sup> Street/Pan American  
Highway intersection within U.S. 191-B right-of-way; and

*WHEREAS*, the Intergovernmental Agreement Project No. H6197 01C  
providing the terms and conditions of said agreement entered into by the parties is  
attached in Exhibit "A", and incorporated herein by reference; and

*WHEREAS*, it is in the best interests of the City of Douglas to enter into  
this agreement to provide needed drainage improvements on the east leg of 5<sup>th</sup>  
Avenue intersection.

*BE IT RESOLVED*, by the City Council of the City of Douglas as  
follows:

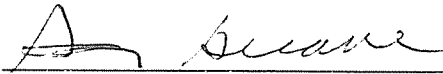
**Section 1.** The terms of said Intergovernmental Agreement are in the best  
interest of the City of Douglas.

**Section 2.** The City Manager and City Clerk are hereby authorized to  
execute and deliver the Intergovernmental Agreement and any related documents  
necessary to consummate the transaction contemplated by the agreement for and  
on behalf of the City of Douglas.

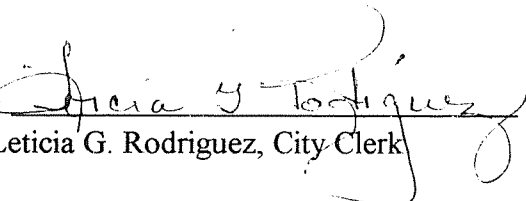
**Section 3.** The officers of the City Council and the City of Douglas are  
hereby authorized and directed to fulfill all obligations under the terms of the  
Intergovernmental Agreement.

**PASSED AND ADOPTED** by the Mayor and Council of the City of  
Douglas, Arizona, this 14<sup>th</sup> day of August, 2002.

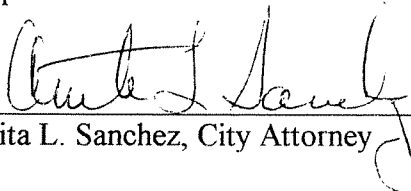
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By   
Ray Borane, Mayor

Attest:

By   
Leticia G. Rodriguez, City Clerk

Approved as to Form:

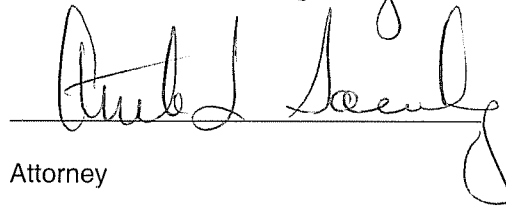
  
Anita L. Sanchez, City Attorney

JPA 02-057

APPROVAL OF THE CITY OF DOUGLAS ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 14<sup>th</sup> day of August, 2002.

  
Attorney



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646  
MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1168-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 27, 2002.

Janet Napolitano  
Attorney General

Susan E. Davis  
Assistant Attorney General  
Transportation Section

SED:djd

Enc.